

BILL NO. S-79-07-16

SPECIAL ORDINANCE NO. S-125-79

AN ORDINANCE approving a contract for  
Sewer Improvement Resolution No. 878-79,  
between the City of Fort Wayne, Indiana  
and T & G Excavating, Inc., Contractor  
for Ludwig Park Area Sanitary Sewer,  
Division II.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,

INDIANA:

SECTION 1. That a certain contract, dated June 20, 1979, between  
the City of Fort Wayne, Indiana, by and through its Mayor and the Board of  
Public Works, and T & G Excavating, Inc., Contractor, for installation of the  
following:

DIVISION II

MAIN LINE B:

Beginning at proposed Structure B-1 over an existing 10"  
sanitary sewer located 18+ LF South of and 8+ LF East of  
the Southeast corner of Lot 35 of Rodenbeck's Fifth  
Addition as Recorded in Plat Book 25, Page 35; thence  
North 370+ LF to proposed Structure B-2 located 2+ LF  
East of the Southwest corner of Lot 2 of Rodenbeck's  
Fifty Addition as Recorded by Plat Book 25, Page 35;  
thence North 242+ LF to a proposed Structure B-3 located  
5+ LF North of and 4+ LF West of the Southeast corner of  
Lot 73 of Ludwig Park Addition as Recorded in Plat Book  
23, Pages 49 and 50; thence North 235+ LF to proposed  
Structure B-4 located 3+ LF South of the Southeast corner  
of Lot #69 of said Ludwig Park Addition, 233+ LF to  
proposed Structure B-5 located 4+ LF North of and 4+ LF  
West of the Southeast corner of Lot 39 of said Ludwig Park  
Addition; thence North 180+ LF to proposed Structure B-6  
located 2+ LF West of the Northeast corner of Lot 39 of  
said Ludwig Park Addition; thence Northeasterly 65+ LF to  
proposed Structure B-7 located 3+ LF North of the Southeast  
corner of Lot 37 of said Ludwig Park Addition; thence North  
243+ LF to proposed Structure B-8 located 6+ LF North of the  
Southeast corner of Lot 4 of said Ludwig Park Addition;  
thence North 65+ LF to proposed Structure B-9 located 15+ LF  
North of the Southwest corner of Lot 1 of said Ludwig Park  
Addition.

Said sewer shall be 8" and 10" in diameter.

LATERAL B-1

Beginning at the above described Structure B-3 thence East  
561+ LF to proposed Structure B-11 located 10+ LF West of  
and 5+ LF North of the Southeast corner of Lot 78 of said  
Ludwig Park Addition.

Said sewer shall be 8" in diameter.

LATERAL B-2

Beginning at the above described Structure B-5 thence West  
800+ LF to proposed Structure B-13 located 5+ LF North of and

1 16+ LF West of the Southeast corner of Lot 46 of said  
2 Ludwig Park Addition; thence West 400+ LF to Structure  
3 B-14 located 4+ LF South of and 27+ LF West of the  
4 Northeast corner of Lot 59 of said Ludwig Park Addition;  
5 thence West 462+ LF to proposed Structure B-16 located  
6 5+ LF South of and 10+ LF East of the Northeast corner  
7 of Lot 54 of said Ludwig Park Addition.

8 Said sewer shall be 8" in diameter.

9 LATERAL B-3

10 Beginning at the above described Structure B-8; thence  
11 West 1707+ LF to the proposed Structure B-21 located 6+ LF  
12 North of and 3+ LF West of the Southwest corner of Lot 20  
13 of said Ludwig Park Addition; thence North 113+ LF to  
14 proposed Structure B-22 located 119+ LF North of and 3+ LF  
15 West of the Southwest corner of Lot 20 of said Ludwig Park  
16 Addition; thence West 110+ LF terminating at proposed  
17 Structure B-23.

18 Said sewer shall be 10" in diameter.

19 LATERAL B-5

20 Beginning at the above described Structure B-21; thence  
21 South 106+ LF to proposed Structure B-24 located 100+ LF  
22 South of and 4+ LF West of the Northwest corner of Lot 21  
23 of said Ludwig Park Addition.

24 Said sewer shall be 8" in diameter.

25 LATERAL C

26 Beginning at an existing manhole located 202+ LF South of  
27 the centerline of Washington Center Road and 109+ LF East  
28 of the Southerly extension of the centerline of Oregon  
29 Drive; thence West along a line parallel to the centerline  
30 of Washington Center Road 282+ LF to proposed Structure  
31 C-1 located 7+ LF East of the East right-of-way line of  
32 Lima Road (State Road #3); thence Northerly 124+ LF along  
33 a line 7+ LF East of and parallel to the East right-of-way  
34 line of Lima Road (State Road #3) to proposed Structure C-2  
35 located 101+ LF South of the centerline of Washington Center  
36 Road; thence North 400+ LF to proposed Structure C3 located  
37 63+ LF North of and 3+ LF West of the Southwest corner of  
38 Lot 21 of Rodenbeck's Fifty Addition, as recorded by Plat  
39 Book 25, Page 35; thence North 1093+ LF to proposed Structure  
40 C-6 located 7+ LF North of and 2+ LF East of the Southeast  
41 corner of Lot 86 of Ludwig Park Addition, as recorded by  
42 Plat Book 23, Pages 49 and 50; thence West 184+ LF to proposed  
43 Structure C-7 located 8+ LF North of and 9+ LF East of the  
44 Southwest corner of Lot 87 of said Ludwig Park Addition;  
45 thence North 116+ LF to proposed Structure C-8 located 16+ LF  
46 North of and 3+ LF East of the Southeast corner of Lot 88 of  
47 said Ludwig Park Addition.

48 Said sewer shall be 8" in diameter.

49 LATERAL C-1

50 Beginning at the above described Structure C-6; thence East  
51 716+ LF to proposed Structure C-10 located 52+ LF East of and  
52 7+ LF North of the Southeast corner of Lot 79 of said Ludwig  
53 Park Addition.

54 Said sewer shall be 8" in diameter.

1                    LATERAL D

2                    Beginning at an existing manhole located 12+ LF South  
3                    of and 8+ LF West of the Southeast corner of Lot 25  
4                    of said Rodenbeck's Fifth Addition; thence West 110+  
5                    LF to proposed structure D-1 located 6+ LF South of  
6                    and 10+ LF West of the Southeast Corner of Lot 24 of  
7                    said Rodenbeck's Fifth Addition.

8                    Said sewer shall be 8" in diameter,

9                    under Board of Public Works Sewer Improvement Resolution No. 878-79, at  
10                    a total cost of \$363,123.05, all as more particularly set forth in said  
11                    contract which is on file in the Office of the Board of Public Works and  
12                    is by reference incorporated herein and made a part hereof, be and the  
13                    same is in all things hereby ratified, confirmed and approved.

14                    SECTION 2. That this Ordinance shall be in full force and effect  
15                    from and after its passage and approval by the Mayor.

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\_\_\_\_\_  
Councilman

APPROVED AS TO  
FORM & LEGALITY

  
.....  
William N. Salin, City Attorney

Read the first time in full and on motion by Burns, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.  
DATE: 7-10-79 Charles W. Hutchinson  
CITY CLERK

Read the third time in full and on motion by Burns, seconded by V. Schmidt, and duly adopted, placed on its passage.  
PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>	<u>0</u>	_____	_____	_____
BURNS	<u>X</u>	_____	_____	_____	_____
HINGA	<u>X</u>	_____	_____	_____	_____
HUNTER	<u>X</u>	_____	_____	_____	_____
MOSES	<u>X</u>	_____	_____	_____	_____
NUCKOLS	<u>X</u>	_____	_____	_____	_____
SCHMIDT, D.	<u>X</u>	_____	_____	_____	_____
SCHMIDT, V.	<u>X</u>	_____	_____	_____	_____
STIER	<u>X</u>	_____	_____	_____	_____
TALARICO	<u>X</u>	_____	_____	_____	_____

DATE: 7-24-79

Charles W. Hutchinson  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as  
(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE  
(RESOLUTION) No. 2-125-79 on the 24th day of July, 1979.  
ATTEST: (SEAL)

Charles W. Hutchinson  
CITY CLERK

Winfield C. Moore JR  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of July, 1979, at the hour of 11:30 o'clock A M., E.S.T.

Charles W. Hutchinson  
CITY CLERK

Approved and signed by me this 31st day of July, 1979, at the hour of 3 o'clock \_\_\_\_\_ P. M., E.S.T.

Robert Elmschong  
MAYOR

Bill No. S-79-07-16

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance  
approving a contract for Sewer Improvement Resolution No. 878-79,  
between the City of Fort Wayne, Indiana and T & G Excavating, Inc.,  
Contractor for Ludwig Park Area Sanitary Sewer, Division II

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance SS PASS.

PAUL M. BURNS - CHAIRMAN

SAMUEL J. TALARICO - VICE CHAIRMAN

VIVIAN G. SCHMIDT

DONALD J. SCHMIDT

JAMES S. STIER

7-24-79 CONCURRED IN

DATE 7-24-79 CHARLES W. WESTERMAN, CITY CLERK



## THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

May 16, 1979

The Common Council  
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

The Board of Public Works has awarded the contracts for the Ludwig Park Area Sanitary Sewer under Sewer Improvement Resolution No. 878-79, as follows:

Division I - L. W. Dailey \$323,136.90

Division II - T - G Excavating \$363,123.05

T-G Excavating, contractor for Div. II above, has also been awarded the Wilkie Addition Sanitary Sewer Contract in amount of \$70,633.25 under Sewer Improvement Resolution No. 877-79. This sewer project also will have to be finished before Ludwig Park Sewer construction may begin.

Therefore, Board of Works respectfully requests "Prior Approval" so that construction of the three sanitary sewer projects, listed above, may begin immediately.

Special Ordinance for formal approval will be submitted in the very near future.

Sincerely,

BOARD OF PUBLIC WORKS

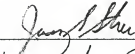
  
HENRY P. MEHRENBURG, CHAIRMAN

CITY OF FORT WAYNE

  
ROBERT E. ARMSTRONG, MAYOR

  
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APPROVED:

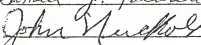
Samuel J. Talarico

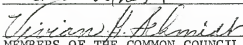
  
John M. Hester

John M. Hester

  
William T. Zipes

William T. Zipes

  
Charles W. Westerman

  
Vivian P. Schmidt

MEMBERS OF THE COMMON COUNCIL

ATTEST:

  
Charles W. Westerman, CLERK

CHARLES W. WESTERMAN, CLERK, EQUAL OPPORTUNITY EMPLOYER

67-199-8 6/20/79

CONTRACT NO. 878-79 DIVISION II

BOARD ORDER NO. 25-79

WORK ORDER NO. 72607

THIS Contract made and entered into in triplicate this 20<sup>th</sup> day of June, 1979, by and between T & G EXCAVATING, INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of the following:

DIVISION IIMAIN LINE B:

Beginning at proposed Structure B-1 over an existing 10" sanitary sewer located 18± LF South of and 8± LF East of the Southeast corner of Lot 35 of Rodenbeck's Fifth Addition as Recorded in Plat Book 25, Page 35; thence North 370± LF to proposed Structure B-2 located 2± LF East of the Southwest corner of Lot 2 of Rodenbeck's Fifty Addition as Recorded by Plat Book 25, Page 35; thence North 242± LF to a proposed Structure B-3 located 5± LF North of and 4± LF West of the Southeast corner of Lot 73 of Ludwig Park Addition as Recorded in Plat Book 23, Pages 49 and 50; thence North 235± LF to proposed Structure B-4 located 3± LF South of the Southeast corner of Lot #69 of said Ludwig Park Addition, 233± LF to proposed Structure B-5 located 4± LF North of and 4± LF West of the Southeast corner of Lot 39 of said Ludwig Park Addition; thence North 180± LF to proposed Structure B-6 located 2± LF West of the Northeast corner of Lot 39 of said Ludwig Park Addition; thence Northeasterly 65± LF to proposed Structure B-7 located 3± LF North of the Southeast corner of Lot 37 of said Ludwig Park Addition; thence North 243± LF to proposed Structure B-8 located 6± LF North of the Southeast corner of Lot 4 of said Ludwig Park Addition; thence North 65± LF to proposed Structure B-9 located 15± LF North of the Southwest corner of Lot 1 of said Ludwig Park Addition.

Said sewer shall be 8" and 10" in diameter.

LATERAL B-1

Beginning at the above described Structure B-3 thence East 561± LF to proposed Structure B-11 located 10± LF West of and 5± LF North of the Southeast corner of Lot 78 of said Ludwig Park Addition.

Said sewer shall be 8" in diameter.

LATERAL B-2

Beginning at the above described Structure B-5 thence West 800± LF to proposed Structure B-13 located 5± LF North of and 16± LF West of the Southeast corner of Lot 46 of said Ludwig Park Addition; thence West 400± LF to Structure B-14

located 4± LF South of and 27± LF West of the Northeast corner of Lot 59 of said Ludwig Park Addition; thence West 462± LF to proposed Structure B-16 located 5± LF South of and 10± LF East of the Northeast corner of Lot 54 of said Ludwig Park Addition.

Said sewer shall be 8" in diameter.

#### LATERAL B-3

Beginning at the above described Structure B-8; thence West 1707± LF to the proposed Structure B-21 located 6± LF North of and 3± LF West of the Southwest corner of Lot 20 of said Ludwig Park Addition; thence North 113± LF to proposed Structure B-22 located 119± LF North of and 3± LF West of the Southwest corner of Lot 20 of said Ludwig Park Addition; thence West 110± LF terminating at proposed Structure B-23.

Said sewer shall be 10" in diameter.

#### LATERAL B-5

Beginning at the above described Structure B-21, thence South 106± LF to proposed Structure B-24 located 100± LF South of and 4± LF West of the Northwest corner of Lot 21 of said Ludwig Park Addition.

Said sewer shall be 8" in diameter.

#### LATERAL C

Beginning at an existing manhole located 202± LF South of the centerline of Washington Center Road and 109± LF East of the Southerly extension of the centerline of Oregon Drive; thence West along a line parallel to the centerline of Washington Center Road 282± LF to proposed Structure C-1 located 7± LF East of the East right-of-way line of Lima Road (State Road #3); thence Northerly 124± LF along a line 7± LF East of and parallel to the East right-of-way line of Lima Road (State Road #3) to proposed Structure C-2 located 101± LF South of the centerline of Washington Center Road; thence North 400± LF to proposed Structure C3 located 63± LF North of and 3± LF West of the Southwest corner of Lot 21 of Rodenbeck's Fifty Addition, as recorded by Plat Book 25, Page 35; thence North 1093± LF to proposed Structure C-6 located 7± LF North of and 2± LF East of the Southeast corner of Lot 86 of Ludwig Park Addition, as recorded by Plat Book 23, Pages 49 and 50; thence West 184± LF to proposed Structure C-7 located 8± LF North of and 9± LF East of the Southwest corner of lot 87 of said Ludwig Park Addition; thence North 116± LF to proposed Structure C-8 located 16± LF North of and 3± LF East of the Southeast corner of Lot 88 of said Ludwig Park Addition.

Said sewer shall be 8" in diameter.

#### LATERAL C-1

Beginning at the above described Structure C-6; thence East 716± LF to proposed Structure C-10 located 52± LF East of and 7± LF North of the Southeast corner of Lot 79 of said Ludwig Park Addition.

Said sewer shall be 8" in diameter.



LATERAL D

Beginning at an existing manhole located 12± LF South of and 8± LF West of the Southeast corner of Lot 25 of said Rodenbeck's Fifth Addition; thence West 110± LF to proposed structure D-1 located 6± LF South of and 10± LF West of the Southeast Corner of Lot 24 of said Rodenbeck's Fifth Addition.

Said sewer shall be 8" in diameter.

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11027, Sheet 22 through 39, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of Three Hundred Sixty-Three Thousand One Hundred Twenty-Three and 05/100 Dollars (\$363,123.05). In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

10" Sewer Pipe	Twenty-Five and 18/100 Dollars	\$ 25.18
8" Sewer Pipe	Twenty-One and 71/100 Dollars	21.71
C.F.W. Std. M.H. Type I-A	Twelve Hundred Ninety-Eight and 00/100 Dollars	1298.00
C.F.W. Std. Clean Out	Six Hundred Forty-Three and 00/100 Dollars	643.00
#53 or #73 Stone Backfill	Seventeen and 98/100 Dollars	17.98
4" - 6" Field Tile Replacement	Nine and 55/100 Dollars	9.55
8" - 12" Field Tile Replacement	Eleven and 51/100 Dollars	11.51
14" - 18" Field Tile Replacement	Seventeen and 30/100 Dollars	17.30
Seeding & 2" Mulch	Zero and 89/100 Dollars	0.89
Brush and Tree Removal	Seventy-Four Hundred Sixty-Eight and 00/100 Dollars	7468.00
6" Tap (incl. permit)	Two Hundred Forty-Seven and 00/100 Dollars	247.00
3½" Asphalt for Streets	Fifteen and 02/100 Dollars	15.02
Double Chip and Seal	Two and 87/100 Dollars	2.87
#53 or #73 Gravel Backfill under Existing Tile	Seventeen and 98/100 Dollars	17.98
Landscaping (1" - 3" Trees)	Two Hundred Sixty-Four and 00/100 Dollars	264.00
10" Deep Strength Asphalt	Fifty-Three and 98/100 Dollars	53.98
2" Asphaltic Surface	Fourteen and 08/100 Dollars	14.08
10" Encased Boring	One Hundred Sixty-Nine and 00/100 Dollars	169.00
8" Encased Boring	One Hundred Fifty-Five and 00/100 Dollars	155.00
Sheeting and/or Bracing (Lump Sum)	Forty-One Hundred Sixty and 00/100 Dollars	4160.00
Excavation	Three and 10/100 Dollars	3.10

Field Office (Lump Sum)	Twenty-Eight Hundred Seventy-Five and 00/100 Dollars	2875.00
Excavation of existing tiles	One Hundred Fifty-Eight and 00/100 Dollars	158.00

### ARTICLE 3. PROGRESS PAYMENTS

The Owner shall not make progress payments on account of the contract.

### ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT (BARRETT LAW)

It is proposed that the entire project cost, i.e., construction, engineering, easement damages, highway permits, inspection, advertizing, area connection charges etc. are to be financed through assessments to the benefited property owners. Contractor agrees to accept as payment all Barrett Bonds, assessed by City by reason of assessable property owners elective to pay in ten (10) installments, plus interest, and signing the required waiver.

The Contractor shall file a "Completion Affidavit" with the Board of Public Works which indicates that the work on the project is substantially completed for acceptance by the City. The Engineering Department will inspect the project and promptly inform the Contractor in writing of any deficiencies in the project for acceptance.

The Engineer may recommend to the Owner to proceed with the public hearing on the confirmation of the final assessment roll even though all surface deficiencies on the project have not been fully satisfied, providing, the Contractor has indicated his willingness in writing to escrow sufficient and adequate monies to perform the necessary work. The Owner shall determine at this public hearing both the amount of monies which will be sufficient to perform the uncompleted work and the satisfactory method of assurance that the work will be accomplished as contracted for.

The Barrett Law bonds for the project will be issued to the Contractor within 60 days after the confirmation of the final assessment roll by the Board of Public Works providing:

1. That all cash payments collected from the property owners in an amount not to exceed the engineering, easement damages, highway permits, inspection, advertizing, area connection charges, etc. costs for the project, shall be retained by the City.
2. That in the event that all cash payments collected from the property owners is less than the amount for engineering, easement damages, highway permits, inspection, advertizing, area connection charges, etc. cost for the project, the Contractor does by the acceptance of the bonds agree to pay the City in cash within 30 days those deficient funds. The failure of the Contractor to repay the City said deficient funds within 30 days shall constitute a breach of his contract and will give the City the full right to call upon the Contractor's bonding company for payment of those deficient funds.

### ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of The State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

#### ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (NE/1 - NE/3)

#### ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935, attached hereto and made a part hereof. In the event this contract is not executed prior to July 1, 1979, the prescribed scale of wages established for the period of time in which execution of this contract occurs shall prevail in lieu of the attached scale of wages. (WR/1).

#### ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 878-79.
- B. Instructions to Bidders for Contract No. 878-79.
- C. Contractor's Proposal Dated May 2, 1979.
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11027.
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers adopted February 26, 1976 and addendums thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- F. Special Provisions.
- G. Certificate in compliance of Workmen's Compensation Act (I.C. 22-3-2-1).
- H. Non Discrimination of labor General Ordinance No. G-34-78 (as amended).
- I. Prevailing wage scale.
- J. Performance Bond.
- K. Payment Bond.
- L. Comprehensive Liability Insurance Coverage.

- M. Application for Cut Permit.
- N. Escrow Agreement. (if applicable)
- O. Notice of Award.
- P. Notice to Proceed.
- Q. Change Order.
- R. Notice of Final Acceptance.

#### ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

#### ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insurer acceptable to owner showing personal injury and property damage. Insurance inforce issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.2.

#### ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

#### ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 180 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

#### ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

T & G EXCAVATING, INC.

BY: Thomas M. Stockamp, Pres.  
Thomas M. Stockamp, President

BY: George D. Merrill  
ITS Secretary

CITY OF FORT WAYNE, INDIANA

BY: Robert E. Armstrong  
Robert E. Armstrong, Mayor

ATTEST:

Ursula Miller  
Ursula Miller, Clerk

APPROVED AS TO FORM AND LEGALITY:

Turney, J. Bush  
Assoc. City Attorney

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg  
Henry P. Wehrenberg, Chairman

Ethel H. LaMar  
Ethel H. LaMar, Member

Max G. Scott  
Max G. Scott, Member

Approved by the Common Council of the City of Fort Wayne on \_\_\_\_\_ day of \_\_\_\_\_, 1979. Spec. Order No. S-\_\_\_\_\_.

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

- a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:
  - (1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;
  - (2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;
  - (3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;
  - (4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;
  - (5) the following practices are not included in the meaning of "discrimination":
    - (a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

- (b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.
- b. The term "handicap" means and includes:
    - (1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or
    - (2) a record of such an impairment, and includes,
    - (3) a person who is regarded as having such an impairment; provided that,
    - (4) this term does not include drug or alcohol abuse or addiction.
  - c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.
  - d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

- a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.
- c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

- a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.
- b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

- a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars (\$10.00) per day, per violation, nor more than one thousand dollars (\$1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,
- b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amended by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."



IN RE:

WAGE SCALE

COW: S-SKILLED

SS-SKILLED

US-UNSKILLED

IF-INDUSTRIAL FUND

PW-PER WEEK

we, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARD BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF APRIL, MAY, AND JUNE, 1979.

In compliance with the provisions of CHAPTER § 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

## TRADES OR OCCUPATION

ASBESTOS WORKER

FOILSMAKER

BRICKLAYER

CARPENTER (BUILDING)  
(HIGHWAY)

CEMENT MASON

ELECTRICIAN

ELEVATOR CONSTRUCTOR

GLAZIER

IRON WORKER

LABORER (BUILDING)  
(HIGHWAY)  
(SEWER)

LATHER

MILLWRIGHT &amp; PILEDRIVER

OPERATING ENGINEER (BUILDING)  
(HIGHWAY)  
(SEWER)

PAINTER

PLASTERER

PLUMBER &amp; STEAMFITTER

MOSAIC &amp; TERRAZZO GRINDER

ROOFER

SHEETMETAL WORKER

TIANSTER (BUILDING)  
(HIGHWAY)

If any CLASSIFICATIONS are OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 27 DAY OF Dec. 19 79

REPRESENTING CONCRETE, STATE OF INDIANA

REPRESENTING THE AWARDING AGENCY

REPRESENTING STATE A.F.L. &amp; C.I.O.

# Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

## Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That **T & G Excavating, Inc., 5544 Huguenard Road, Fort Wayne, Indiana 46808**  
(Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Contractor, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, with its home office in the City of Baltimore, Maryland, U. S. A., as Surety, hereinafter called Surety, are held and firmly bound unto **Board of Public Works, City-County**

**Building, 1 Main Street, City of Fort Wayne, Indiana**

(Here insert the name and address or legal title of the Owner)

as Obligee, hereinafter called Owner,

in the amount of **Three Hundred Sixty Three Thousand One Hundred Twenty Three Dollars and Five Cents**

Dollars (\$ **363,123.05** ), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated **May 22,** 19**79**, entered into a contract with Owner for **Division II for Sanitary Sewers Improvements at Ludwig Park, Fort Wayne, Indiana.**

in accordance with drawings and specifications prepared by **The City of Fort Wayne, Indiana**

(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this **22nd** day of **May** A.D. 19**79**

In the presence of:

*Lucy M. Halder*

**T & G Excavating, Inc.**

(SEAL)

*Thomas M. Starkamp* Principal  
Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

*Virginia J. Apson*

By *Duane E. Lupke* (SEAL)  
Duane E. Lupke (Attorney-in-fact)

# Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

## Labor and Material Payment Bond

Note: This bond is issued simultaneously with Performance Bond in favor of the owner conditioned on the full and faithful performance of the contract.

KNOW ALL MEN BY THESE PRESENTS:

That T & G Excavating, Inc., 5544 Huguenard Road, Fort Wayne, Indiana 46808

(Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, with its home office in the City of Baltimore, Maryland, U. S. A., as Surety, hereinafter called Surety, are held and firmly bound unto Board of Public Works, City-County

Building, 1 Main Street, City of Fort Wayne, Indiana

(Here insert the name and address or legal title of the Owner)

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Three Hundred Sixty Three Thousand One Hundred Twenty Three Dollars

and Five Cents

(Here insert a sum equal to at least one-half of the contract price)

Dollars (\$363,123.05), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated May 22, 1979, entered into a contract with Owner for Division II for Sanitary Sewers Improvements at Ludwig Park, Fort Wayne, Indiana

in accordance with drawings and specifications prepared by The City of Fort Wayne, Indiana

(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

(a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 22nd day of May A.D. 1979

In the presence of:

Lucy M. Halder

Virginia Nelson

T & G Excavating, Inc.

(SEAL)

Thomas M. Storkamp, Pres.

Principal

Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By:

Duane E. Lupke (Attorney-in-fact)

(SEAL)

Power of Attorney  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint Walter H. Lupke, Jr., Duane E. Lupke, Donald L. Coffey, Edward B. Rice, Walter E. Boose, Marvin P. Martin, Lowell K. Zelt and Virginia T. Axson, all of Fort Wayne, Indiana, EACH..... its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Walter H. Lupke, Jr., et al, dated June 21, 1976.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 21st day of November, A.D. 1978.



ATTEST:

*CW Robbins*

Assistant Secretary

By.....

*W H Lupke Jr*

Vice-President

STATE OF MARYLAND  
CITY OF BALTIMORE

ss:

On this 21st day of November, A.D. 1978, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



*Melinda T Haas*

Notary Public Commission Expires July 1, 1982

**CERTIFICATE**

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That, the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 22nd day of May, 1979.

## APPLICATION FOR PERMIT TO CUT INTO FORT WAYNE STREETS

Permit No. 22489Name of Street See attached plans  
Township Washington  
Addition See attached plansTo the FORT WAYNE BOARD OF PUBLIC WORKS  
Fort Wayne, IndianaApril 17, 1979 19\_\_

I hereby make application for a PERMIT to cut into the right of way at

LOCATION: See attached Project Plans (Res. 878-1979)  
 TYPE OF SURFACE where the cut is to be made is Chip and Seal over Asphalt  
 NATURE OF OPENING TO BE MADE: The opening to be made will be \_\_\_\_\_ feet long in right of way, and \_\_\_\_\_ feet long in road surface by \_\_\_\_\_ feet wide, and \_\_\_\_\_ feet deep.  
 PURPOSE OF OPENING: Installation of Lucwig Park Sanitary Sewer  
 CHARGE: Enclosed please find my certified check for Cost waived by executive action Dollars).  
 ESTIMATED COST OF LABOR AND MATERIALS TO RESTORE THE CITY PROPERTY CUT INTO OR DAMAGED BY THE APPLICANT TO CONDITIONS AS SPECIFIED BY CURRENT STREET ENGINEERING SPECIFICATIONS (\$ \_\_\_\_\_) DOLLARS.

MAINTENANCE BOND: A maintenance bond will be required on each permit which will be one hundred percent (100%) of the estimated cost of labor and materials to restore the city property cut into or damaged by the applicant to its conditions as stated above which is to remain in effect for a period of one year from the date of completion of the proposed work, said date being established by the Fort Wayne Permit Engineer upon notification of completion of said work.

I agree:

To furnish a drawing showing size, type, controlling dimensions, etc., of the proposed improvement relative to existing pavements, existing structures, existing right of way, and existing utilities;

To erect and maintain all necessary barricades, detour signs and warning lights in accordance with the manual on Uniform Traffic Control Devices for Streets and Highways required to safely direct traffic over or around the part of the street where the above described work is to be done so long as the work in any way interferes with traffic;

To move or remove any structures installed under this permit, should future traffic conditions or street improvements necessitate and when requested to do so by the Fort Wayne Permit Engineer.

To assume all responsibility for any injury or damage to persons or property resulting directly or indirectly from the work contemplated in this application;

Final restoration of city property cut into or damaged, including said street and lateral cuts by applicant must be restored to conditions as specified by current street Engineering specifications within five (5) days after backfilling of cut unless prior approval is acquired from Permit Engineer.

## GRANT OF PERMIT TO CUT INTO CITY RIGHT OF WAY

The Fort Wayne Permit Engineer hereby grants to Water Pollution Control Engineering a permit to cut into the Fort Wayne Street right of way described herein, and condition that said applicant file with the Fort Wayne Board of Public Works a Maintenance Bond in the amount of N/A (\$ \_\_\_\_\_ N/A \_\_\_\_\_).

This permit shall expire one year from the date of application unless actual work has begun on the above mentioned location. The applicant, on presentation of this permit, may renew this permit, upon furnishing the Fort Wayne Permit Engineer with an up-to-date estimate of the cost of restoration as provided hereinabove. THIS PERMIT IS NOT EFFECTIVE UNTIL THE ABOVE DESCRIBED BOND IS FILED.

If any person shall perform construction of any type within the city right of way or damage any city street without first obtaining a permit therefor and filing with the Fort Wayne Permit Engineer, a bond, as provided hereinabove, such person shall be guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding Three Hundred Dollars (\$300.00) for each offense.

Name of Applicant: Water Pollution Control Engineering Department  
 Signature of Applicant: Philip R. Boller, P.E., Chief W.P.C. Engineer  
 Address: Room 700 City-County Bldg. Ft. Wayne, IN Zip Code: 46802  
 Telephone: 423-7061

Notice is hereby given that any parking revenues lost to the City which results from the restriction or removal of on-street parking will be charged to the holder of this permit.  
 BOARD OF PUBLIC WORKS.

DATE APPROVED \_\_\_\_\_

APPROVED: Philip R. Boller

FORT WAYNE PERMIT ENGINEER

Form 1011 (rev. 6/76)

## NOTICE TO PROCEED

To: T-G Excavating, Inc.  
5544 Huguenard Road  
Fort Wayne, IN 46808  
 \_\_\_\_\_  
 \_\_\_\_\_

Date: \_\_\_\_\_  
 Project: Ludwig Park  
Sanitary Sewer, Res. #878-1979  
Division II  
 \_\_\_\_\_

You are hereby notified to proceed in accordance with your contract dated \_\_\_\_\_, 19\_\_\_\_, on the project and you are to complete the project within 180 consecutive calendar days thereafter.  
 Therefore, the date for the completion of this project is \_\_\_\_\_, 19\_\_\_\_.

Owner:  
 BOARD OF PUBLIC WORKS

\_\_\_\_\_  
 Chairman Henry P. Wehrenberg

\_\_\_\_\_  
 Member Ethel H. LaMar

\_\_\_\_\_  
 Member Max G. Scott

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO  
 PROCEED is hereby acknowledged by

\_\_\_\_\_,  
 this the \_\_\_\_\_ day  
 of \_\_\_\_\_, 19\_\_\_\_

BY \_\_\_\_\_  
 Title \_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF  
AWARD is hereby acknowledged

by \_\_\_\_\_,

this the \_\_\_\_\_ day

of \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_

BY \_\_\_\_\_

Title \_\_\_\_\_

## NOTICE TO PROCEED

To: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date: \_\_\_\_\_  
 Project: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

You are hereby notified to commence work in accordance with the Agreement dated \_\_\_\_\_, 19\_\_\_\_, on or before \_\_\_\_\_, 19\_\_\_\_, and you are to complete the WORK within \_\_\_\_\_ consecutive calendar days thereafter.

The date of completion of all WORK is therefore \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
 Owner

BY \_\_\_\_\_  
 Title \_\_\_\_\_

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO  
 PROCEED is hereby acknowledged by

\_\_\_\_\_,  
 this the \_\_\_\_\_ day  
 of \_\_\_\_\_, 19\_\_\_\_

BY \_\_\_\_\_  
 Title \_\_\_\_\_





Change Order No. \_\_\_\_\_

Resolution No. \_\_\_\_\_

Board Order No. \_\_\_\_\_

REQUEST AND JUSTIFICATION FOR CHANGE1. Necessity for change: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Will proposed change alter size of the project? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, explain  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_3. Affect on operation and maintenance cost of this project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4539 CONTRACT FOR  
TITLE OF ORDINANCE SPECIAL ORDINANCE - SEWER IMP. RES. #878-79, LUDWIG PK. AREA SAN. SEWER DIV. II

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

S-79-07-16

SYNOPSIS OF ORDINANCE CONTRACT FOR SEWER IMPROVEMENT RESOLUTION NO. 878-79, LUDWIG PARK AREA

SANITARY SEWER, DIVISION II, T & G EXCAVATING, INC., CONTRACTOR FOR PROJECT IN AMOUNT OF

\$363,123.05

(CONTRACT ATTACHED HERETO)

(PRIOR APPROVAL ACQUIRED AND ATTACHED HERETO)

EFFECT OF PASSAGE CONSTRUCTION OF SANITARY SEWER TO SERVE ABOVE-DESCRIBED AREA

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$363,123.05

TO BE PAID BY PROPERTY OWNERS THROUGH BARRETT BONDING

ASSIGNED TO COMMITTEE